

JUDGE LEISURE

08 CV 3146

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DAVID Y. LOH (DL 0460)

Attorneys for Plaintiff
HANOVER INSURANCE COMPANY
as assignee of Stonyfield Farm, Inc.
(Our File No.: 213570)



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
HANOVER INSURANCE COMPANY
as assignee of Stonyfield Farm, Inc.

08 Civ. ()

Plaintiffs,

-against-

VERIFIED COMPLAINT

DINGXI LONGHAI DAIRY CO. LTD.;
HATSU MARINE LIMITED; EVERGREEN
MARINE (UK) LIMITED; EVERGREEN
MARINE CORP. (TAIWAN) LIMITED;
EVERGREEN MARINE CORP. and
EVERGREEN SHIPPING AGENCY
(AMERICA) CORP.

JURY TRIAL DEMANDED

Defendants.
-----X

Plaintiff HANOVER INSURANCE COMPANY as assignee of Stonyfield Farm, Inc.,
by its attorneys, COZEN O'CONNOR, alleges upon information and belief, as follows:

JURISDICTION and VENUE

1. This is an admiralty-maritime action for loss of or damage to cargo and breach

of a maritime contract and falls within the Court's admiralty-maritime jurisdiction pursuant to 28 U.S.C. § 1333 and Rule 9(h) of the Federal Rules of Civil Procedure as more fully appears herein. This claim also arises out of the intrastate, interstate, and international shipment of cargo which involves issues of interstate commerce and federal common law, and the matter in controversy exceeds ten thousand dollars (\$10,000), exclusive of interest and costs, giving rise to jurisdiction pursuant to 28 U.S.C. § 1331 and 1337. There also is supplemental jurisdiction under 28 U.S.C. § 1367 in this action.

2. This is an admiralty and maritime claim within the meaning of 28 U.S.C. Sec. 1333, Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C. App. Section 1701, *et seq.* This claim also arises out of the intrastate, interstate, and international shipment of cargo which involves issues of interstate commerce and federal common law, and the matter in controversy exceeds ten thousand dollars (\$10,000), exclusive of interest and costs, giving rise to jurisdiction pursuant to 28 U.S.C. § 1331 and 1337. There also is supplemental jurisdiction under 28 U.S.C. § 1367 in this action.

3. The U.S. District Court for the Southern District of New York is a proper venue for this action based upon the fact that the cargo which is the subject of this action traveled through the Port of New York and New Jersey.

4. The U.S. District Court for the Southern District of New York is a proper venue for this action based upon paragraph 29 of the below referenced bills of lading which provides in relevant part:

29. Law and Jurisdiction

....

Notwithstanding the provision of Clause 29(1) and (2) above, if the carriage includes carriage to, from or through a port in the United States of America, the Merchant may refer any claim or dispute to the United States District Court for the Southern District of New York in who shall determine the same accordance with the laws of the United States.

THE FACTS

5. At all times hereinafter mentioned, plaintiff HANOVER INSURANCE COMPANY is a New Hampshire corporation with a principal place of business located at 440 Lincoln Street, Worcester, Massachusetts 01653.

6. Plaintiff's assignor, Stonyfield Farm, Inc. (hereinafter referred to as "Stonyfield") is a Delaware corporation with a principal place of business located at 10 Burton Drive, Londonderry, New Hampshire 03053.

7. Defendant DINGXI LONGHAI DAIRY CO., LTD. is a foreign corporation organized under the laws of China with a principal place of business located at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China.

8. Defendant HATSU MARINE LIMITED is a foreign corporation organized under the laws of United Kingdom with a principal place of business located at c/o Evergreen Shipping Agency (America) Corp., One Evertrust Plaza, Jersey City, New Jersey 07302.

9. Defendant EVERGREEN MARINE (UK) LTD. is a foreign corporation organized under the laws of the United Kingdom with a principal place of business located at 160 Euston Road, London NW1 2DX, United Kingdom

10. Defendant EVERGREEN MARINE CORP. (TAIWAN) LIMITED is a foreign

corporation organized under the laws of Taiwan with a principal place of business located at c/o Evergreen Shipping Agency (America) Corp., One Evertrust Plaza, Jersey City, New Jersey 07302.

11. Defendant EVERGREEN MARINE CORP. is a foreign corporation organized under the laws of Taiwan with a principal place of business located at c/o Evergreen Shipping Agency (America) Corp., One Evertrust Plaza, Jersey City, New Jersey 07302.

12. Defendant EVERGREEN SHIPPING AGENCY (AMERICA) CORP. is a New Jersey corporation with a principal place of business located at One Evertrust Plaza, Jersey City, New Jersey 07302.

13. Defendants HATSU MARINE LIMITED; EVERGREEN MARINE (UK) LTD.; EVERGREEN MARINE CORP. (TAIWAN) LIMITED; EVERGREEN MARINE CORP. and EVERGREEN SHIPPING AGENCY (AMERICA) CORP. shall hereinafter be collectively referred to as "HATSU".

14. On or about February 28, 2007, Becwood Technology Group LLC, a non-party in this litigation (hereinafter referred to as "Becwood"), agreed to purchase 612 metric tons of Ultra FOS Inulin in the amount of \$1,768,714.00 from defendant DINGXI LONGHAI DAIRY CO., LTD. (hereinafter referred to as "DINGXI"). The terms of sale were FOB Port of Tianjin/Xingang, China. A true and correct copy of Purchase Order No. 3841 dated February 28, 2007 is annexed hereto as Exhibit "A".

15. Ultra FOS Inulin is a type of sweetener used in the manufacture of food products, such as yogurt (hereinafter referred to as "the inulin").

16. Becwood advised DINGXI that the inulin was to be transported to Londonderry,

New Hampshire for use by Stonyfield Farm, Inc. in the manufacture of organic yogurt.

17. To that end, DINGXI issued to Becwood a total of five (5) commercial invoices for 198 of the 612 metric tons of inulin in the amount of \$572,231.00. A true and correct copy of Invoice Nos. LH003/07-1, 07-2A, 07-2B, 07-2C, 07A dated March 10, 2007 are annexed hereto as Exhibit "B". The terms of sale were FOB Xingang. The terms of shipment were Xingang to Londonderry, New Hampshire.

18. Becwood in turn issued a total of twelve (12) commercial invoices to Stonyfield in the amount of \$779,328.00. A true and correct copy of Invoice Nos. 5091, 5092, 5093, 5094, 5095, 5096, 5097, 5098, 5102, 5103, 5104 and 5101 dated March 30, 2007 are annexed hereto as Exhibit "C".

19. HATSU issued intermodal bills of lading governing the transportation of the cargo from Xingang, China to Londonderry, New Hampshire. A true and correct copy of HATSU bills of lading Nos. HTML 141790002080, 141790002381, 141790002012, 141790002373, 141790002322, 141790002390 dated March 16, 2007 are annexed hereto as Exhibit "D".

20. The cargo was delivered to final destination on or about May 1, May 2 and May 8, 2007. The cargo was packaged in 25 kilogram bags. Forty (40) 25 kg bags were to be placed on an individual pallet and then shrink-wrapped. A total of eighteen pallets were designed to fit inside a single forty foot (40') container. *See* Exhibit "A".

21. The cargo was stuffed inside a total of twelve (12) containers. *See* Exhibit "D".

22. DINGXI was responsible for packaging and palletizing the cargo. DINGXI

packaged and palletized the cargo at its factory located at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China.

23. DINGXI was further responsible for transporting the cargo in open-top trailers or trucks from its factory located at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China to the port at Xingang, China.

24. DINGXI and/or HATSU were responsible for stuffing the twelve (12) containers with eighteen (18) pallets each of inulin at the port of Xingang, China.

25. HATSU then transported the cargo to Londonderry, New Hampshire pursuant to the terms and conditions of the relevant bills of lading. Exhibit "D".

26. Upon opening each of the twelve (12) containers, Stonyfield found that each and every pallet was covered with mold.

27. Stonyfield rejected all of the cargo on the basis that it was unfit for human consumption.

28. On behalf of Stonyfield, Becwood submitted an insurance claim under its marine cargo policy of insurance with plaintiff HANOVER INSURANCE COMPANY ("HANOVER").

29. HANOVER honored this insurance claim and paid \$517,387.20 to Stonyfield.

30. Stonyfield executed a release in favor of both HANOVER and Becwood in the amount of \$517,387.20. A true and correct copy of the release is annexed hereto as Exhibit "E".

31. Due to the unworkmanlike performance, negligence, recklessness, and intentional conduct of defendants, jointly and severally, the inulin was damaged during transit

from the factory at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China to Londonderry, New Hampshire. Said unworkmanlike performance, negligent, reckless, and intentional conduct included, but was not limited to, the following:

- Knowingly utilizing uncovered trailers or trucks to transport the cargo from the factory at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China to the port at Xingang, China, despite the availability of covered trailers or trucks for the task;
- Knowingly operating open top trailers or trucks without taking reasonable or necessary steps to protect the cargo from the factory at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China to the port at Xingang, China during weather or other ;
- Conducting container stuffing operations at the port of Xingang, China under weather and other conditions substantially certain to cause mold damage to the cargo;
- Intentional and/or reckless failure to complete, and/or comply with, a reasonable plan to ensure that the cargo was suitable for intermodal transportation in dry containers from China to the United States;
- Intentional and/or reckless failure to complete, and/or comply with, a reasonable plan to ensure that the cargo was suitable for human consumption and/or use in the manufacture of food products designed for human consumption; and
- Such other and further instances of negligent, reckless and intentional conduct as may be disclosed during discovery and/or proved at trial of this matter.

32. Defendants, jointly and severally, failed and neglected to deliver the cargo in good order and condition as when initially manufactured and/or received by defendants. On the contrary, defendants, jointly and severally, in breach and violation of the aforesaid contract of sale and/or contract of carriage, delivered the cargo at the aforesaid final destination in a damaged, and otherwise unusable or valueless condition, by reason of which Plaintiff and its insured suffered a loss, as near as can now be determined, in a sum in excess of \$517,387.20.

33. At all relevant times, each defendant was the agent or employee of each other defendant, and was operating within the course and scope of its agency or employment.

34. Subsequent to the carriage of the cargo from the factory at Jinlong Road,

Nanchuan Developing Area, Dingxi, Gansu, China, but prior to the herein described loss and damage thereto, plaintiff issued a policy of marine insurance covering the shipment against loss or damage in transit. Plaintiff paid Stonyfield pursuant to the terms and conditions under said policy of marine cargo insurance and is now the owner of all rights, claims and causes of action for loss of or damage to said shipment while in transit.

FIRST CAUSE OF ACTION
DAMAGE TO GOODS IN TRANSIT
(Against all defendants)

35. Plaintiff incorporates paragraphs 1 through 34 herein as though fully set forth at this point.

36. Defendants, jointly and severally, agreed to carry the shipment from the factory at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China to final destination at Londonderry, New Hampshire, to there discharge the cargo to Stonyfield, and to deliver the cargo in the same good order and condition as when first received for transportation.

37. Defendants, and each of them, failed to deliver the cargo in good order and condition as agreed. To the contrary, the shipment was destroyed during transit from the factory at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China to final destination at Londonderry, New Hampshire.

38. As a result, plaintiff has suffered damages in an amount to be proved at trial, in excess of \$517,387.20.

SECOND CAUSE OF ACTION

NEGLIGENCE

(Against all defendants)

39. Plaintiff incorporates paragraphs 1 through 38 herein as though fully set forth at this point.

40. Defendants, jointly and severally, owed plaintiff a duty of care in connection with the matters alleged herein, to avoid damage to the cargo.

41. Defendants, jointly and severally, breached that duty, as a result of which the shipment was destroyed, causing damages in excess of \$517,387.20 to plaintiff.

THIRD CAUSE OF ACTION

UNWORKMANLIKE PERFORMANCE

(Against all defendants)

42. Plaintiff incorporates paragraphs 1 through 41 herein as though fully set forth at this point.

43. By reason of the premises, defendants, jointly and severally, owed plaintiff a legal duty of, and/or warranted to provide, workmanlike performance in connection with the carriage, discharge, and delivery of the cargo.

44. Defendants, jointly and severally, breached that duty, as a result of which the shipment was destroyed, causing damages in excess of \$517,387.20 to plaintiff.

FOURTH CAUSE OF ACTION
CONVERSION

(Against all defendants)

45. Plaintiff incorporates paragraphs 1 through 44 herein as though fully set forth at this point.

46. Through their knowing and/or intentional conduct, and/or conduct substantially certain to result in damage to the cargo, defendants, jointly and severally, converted the Shipment by causing its destruction, rendering it unusable in any way to plaintiff or any other person.

47. As a result, plaintiff suffered damages in excess of \$517,387.20.

FIFTH CAUSE OF ACTION
NEGLIGENT ENTRUSTMENT

(Against all defendants)

48. Plaintiff incorporates paragraphs 1 through 47 herein as though fully set forth at this point.

49. Defendants, and each of them, owed plaintiff a duty of care in connection with the matters alleged herein, to avoid entrusting the cargo to any individual or entity unable and/or unwilling to properly care for and/or prevent damage to the Shipment.

50. Defendants, and each of them, breached that duty, as a result of which the Shipment was destroyed, causing damages in excess of \$517,387.20 to plaintiff.

SIXTH CAUSE OF ACTION
BREACH OF CONTRACT
(Against all defendants)

51. Plaintiff incorporates paragraphs 1 through 50 herein as though fully set forth at this point.

52. Defendants, and each of them, agreed to carry the cargo from the factory at Jinlong Road, Nanchuan Developing Area, Dingxi, Gansu, China to final destination at Londonderry, New Hampshire, to there deliver the cargo in the same good order and condition as received.

53. Defendants, and each of them, failed to deliver the cargo in good order and condition as agreed. To the contrary, the cargo was destroyed while in the exclusive care, custody and control of defendants, or their agents, servants or employees during transit..

54. As a result, plaintiff has suffered damages in an amount to be proved at trial, in excess of \$517,387.20.

WHEREFORE, plaintiff prays judgment as follows:

(a) That process in due form of law according to the practice of this Court may issue against these defendants.

(b) That if defendants cannot be found within the district that all of their property within this district be attached in the sum set forth in this complaint, together with interest and costs.

(c) That a judgment be entered in favor of plaintiffs, on each count, for the amounts stated in this complaint, together with interest and costs.

(d) That in the event there is an arbitration clause which governs this dispute, the complaint be deemed a demand for arbitration in accordance with the terms and conditions of that arbitration clause.

(e) Plaintiff further requests such other and further relief as to this Court may seem just and proper.

Dated: New York, New York
March 27, 2008

COZEN O'CONNOR
Attorneys for Plaintiff
HANOVER INSURANCE COMPANY as assignee of
Stonyfield Farm, Inc.

By: 

David Y. Loh (DL 0460)
45 Broadway Atrium, 16th Floor
New York, New York 10006-3792
Tel.: (212) 509-9400
Fax: (212) 509-9492
(Our File No.: 213570)

[illegible]

DAVID Y. LOH, being duly sworn, deposes and says:


That he is an attorney admitted to practice before the Courts of this State and a member of the firm of COZEN O'CONNOR, attorneys for Plaintiff herein.

That he has read the foregoing Verified Complaint and knows the contents thereof and that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief and as to those matters, he believes them to be true.

Deponent further says that the sources of his information and the grounds for his belief as to all matters therein stated to be alleged on information and belief, is derived from documents, records, correspondence and memoranda of Plaintiff concerning the matters set forth in the Verified Complaint in the possession of deponent.


DAVID Y. LOH

Sworn to before me this 27th
day of March, 2008



Notary Public

CHRISTOPHER RALEIGH
Notary Public, State of New York
No. 02RA4800776
Qualified in New York County
Commission Expires August 10, 2010

NEWYORK DOWNTOWN\359811\1 213570.000

EXHIBIT “A”

Becwood Technology Group, LLC
 1646 County Road 20 N
 Independence, MN 55131 USA
 763-479-8900 Phone 763-479-4440 Fax



PURCHASE ORDER
PAGE 1 OF 2

VENDOR: Dingxi Longhai Dairy Co.
 Jinlong Road
 Nanchuan Developing Area
 Gansu, CHINA

PO Number

PO3841

Date

February 28, 2007

Conditions

- No name, address or factory marks shall appear on any goods, boxes, packages, or cartons.
- Any claims resulting from delayed shipment and/or inferior quality and/or any other deviations from contract terms shall be borne by vendor.
- Please see additional terms and conditions overleaf.

Contact: Wang Xiaolan
Tele : 011-86-931-8615797

Terms of Delivery

Tianjin-Xingang Port

Total Amount

\$1,768,714.00 USD

Terms of Payment

Full Payment by wire transfer after shipping documents are received (by fax or mail).

Shipping Date

Please
 Advise!

Delivery To

Shipping Location - Pending

USA

Contact: David Goulet (763)479-8900

Item Number	Description of Goods	Quantity	Unit Price	Amount	Packing
INU-UF	Inulin -- Ultra-FOS®	612 mt	\$2,880.00 mt USD	\$1,762,560.00 USD	612 pallets (1 mt per pallet)
PC	Pallet Charge	34	\$181.00 USD	\$6,154.00 USD	Super Sacks

BEWOOD TECHNOLOGY GROUP, LLC

CONFIRMED BY VENDOR

DATE

AUTHORIZED SIGNATURES - BECWOOD TECH. GROUP, LLC

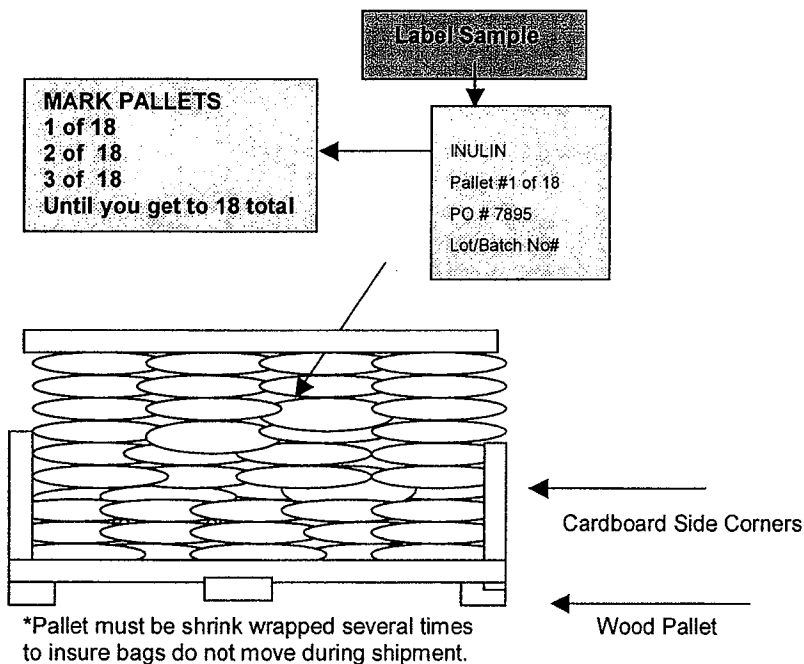
Becwood Technology Group LLC
1799 County Road 90 N.
Independence, MN 55359 USA



PURCHASE ORDER

PAGE 2 OF 2

Vendor	PO Number	Date
Dingxi Longhai Dairy, Co.	PO3841	February 28, 2007
Inspection <p>Vendor to notify Purchaser and submit all necessary original shipping documents and certificates 10 days prior to arrival, to arrange for Purchaser or Independent Surveyors import and inspection responsibilities.</p>		
Samples <p>A one pound (1 lb) sample and Certificate of Analysis from each lot or batch number represented in the shipment will be provided at no charge by the vendor for testing and sample storage requirements. These samples will be provided with the shipping documents 10 days prior to arrival.</p>		
Marking of Each Unit <p>Inulin will be packed in 25 kg custom Ultra-FOS® bags approved by Purchaser. Each bag <u>will be properly marked with the batch/lot number</u> to conform to information previously provided by Vendor. Each bag will be properly marked with the manufacture date and expiration date. Individual pallets will be shrink wrapped with a large sticker indicating product; INULIN, lot/batch number, Purchaser's PO number and pallet number #1 - #18 (see below). Each pallet may contain only one lot or batch number (no mixing of lots or batches on one pallet). Pallets must be 4 way as discussed with Wang Xiaolan, or shipment will be rejected!</p>		
Marks & Numbers <p>See Diagram that is attached.</p>		
Other Instructions <p>Each 40 foot Container will contain 18 pallets. Each pallet will consist of 40 – 25kg units, these pallets will be neatly stacked, reinforced with cardboard corners. Top should be covered in cardboard or plastic to insure integrity of product and then pallet should be completely shrink wrapped. Pallets will be marked according to specifications above and in diagram provided to Vendor. Each shipment is subject to inspection and testing to insure product meets Ultra-FOS® specifications (see Ultra-FOS® specification sheet). Purchaser reserves the right to reject any shipment not meeting specifications, after testing from Medallion Laboratories, Minneapolis, Minnesota. If rejected, at the discretion of the Purchaser, Vendor will promptly refund the purchase price or supply new product meeting specifications to the Purchasers in a timely fashion. All costs associated with shipping new product and returning rejected product will be the sole responsibility of the Vendor. Vendor has the right to request an additional third party U.S. based lab, approved by both parties to retest any rejected product. If third party testing fails to meet product specification, Vendor will pay all lab fees. If lab testing meets Purchaser's specifications, then lab testing will be paid for by Purchaser. Results from third party testing will be binding.</p>		
Additional Documents <p>Supplier will provide necessary documents to third parties for Purchaser to obtain certificates necessary for product sales in the United States. These certificates are but not limited to, Organic and Kosher Certifications. Cost for these certificates will be paid by Purchaser.</p>		
BECWOOD TECHNOLOGY GROUP, LLC	CONFIRMED BY VENDOR	DATE
AUTHORIZED SIGNATURE BECWOOD TECHNOLOGY GRP.		



- 40 – 25kg bags of Ultra-FOS must be placed on wooden pallets
- Each pallet must have cardboard side panels on each corner for further protection when shipping
- Bags should be stacked neatly and the whole pallet should be wrapped with clear shrink wrap to insure product does not move during shipping
- Plastic or cardboard must be placed on top and shrink wrapped to insure integrity of the product
- Lastly, a label should be placed on the outside of each pallet specifying the following

INULIN- ULTRA-FOS®
PALLET NUMBER THESE WILL BE
NUMBERED 1 THROUGH 18
PO NUMBER (Purchaser)
LOT AND BATCH NUMBER

▶ PLEASE REFER TO DIAGRAM FOR
SPECIFICS ON PACKING OF
PRODUCT

Pallets must be 4-Way as discussed with Wang Xiaolan!

EXHIBIT “B”

定西市陇海乳品有限责任公司
DINGXI LONGHAI DAIRY CO., LTD.

中国甘肃定西南川开发区金晓路

TEL: 0931-8615797

JINLONG ROAD, NANCHUAN DEVELOPING AREA, DINGXI, GANSU, CHINA

FAX: 0931-8764479

P.O.BOX.743000

E-MAIL: gsw-rl@263.net

INVOICE

TO: BECWOOD TECHNOLOGY GROUP LLC

INVOICE NO.: LH003/07-1 ✓

DATE: 2007-3-10

SHIPMENT: XINGANG TO LONDONDERRY, NH

SHIPPING MARK	DESCRIPTION	TOTAL AMOUNT
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INULIN-ULTRA-FOS®

PALLET #1 OF 18

PO# 3841

LOT / BATCH NO# NR 709370228 CHN NR 0720

PRODUCTION DATE - FEB 2007

USE BY DATE - FEB 2012

18MT INULIN- ULTRA-FOS®

UNIT PRICE: USD 2,880.00 PER M/TONS FOB XINGANG

PALLET CHARGE: USD181.00/FCL

QUANTITY: 18MTS - 1FCL 1x40' FCL

UNIT PACKAGE: 25KG BAG PALLETIZED 40 x 25 KG BAGS PER PALLET

PURCHASE ORDER NO.: PO3841

FDA REGISTRATION NUMBER IS 14120082408

CONTAINER NO. AND SEAL NO.: FSCU4523478/HMLA565571

PAYMENT: FULL PAYMENT BY WIRE TRANSFER AFTER SHIPPING

DOCUMENTS ARE RECEIVED BY FAX OR MAIL.

TOTAL AMOUNT FOB XINGANG: USD52,021.00

720 (SEVEN HUNDRED AND TWENTY ONLY) BAGS

BANK: AGRICULTURAL BANK OF CHINA, GANSU BRANCH
ADDRESS: NO.108 NORTH JINCHANG ROAD, LANZHOU, GANSU PR., CHINA

SWIFT CODE: ABOCCNBJ270

A/C NO.: 14481010002855

DINGXI LONGHAI
DAIRY CO., LTD.

Tuesday, March 20, 2007 America Online: ETI DG

Container # 1

定西市陇海乳品有限责任公司

DINGXI LONGHAI DAIRY CO., LTD.

中国甘肃定西南川开发区金陇路

JINLONG ROAD, NANCHUAN DEVELOPING AREA, DINGXI, GANSU, CHINA

P.O.BOX.743000

E-MAIL:gsw-xl@263.net

TEL: 0931-8615797

FAX: 0931-8764479

INVOICE

TO: BECWOOD TECHNOLOGY GROUP LLC

INVOICE NO.: LH003/07-2A

DATE: 2007-3-10

SHIPMENT: XINGANG TO LONDONDERRY, NH

SHIPPING MARK	DESCRIPTION	TOTAL AMOUNT
INULIN- ULTRA-FOS®		
PALLET# 1 OF 18		
PO#3841		
LOT/BATCH NO#NR709170226 CHN NR 0720		
PRODUCTION DATE - FEB 2007		
USE BY DATE - FEB 2012		

54MT INULIN- ULTRA-FOS®

UNIT PRICE: USD 2,880.00 PER M/TONS FOB XINGANG

PALLET CHARGE: USD181.00/FCL

QUANTITY: 54MTS - 3FCL 1x40' FCL

3FLC UNIT PACKAGE: 500KG SUPER SACK BAG PALLETIZED 2 x 500 KG BAGS PER PALLET

PURCHASE ORDER NO.: PO3841

FDA REGISTRATION NUMBER IS 14120082408

CONTAINER NO. AND SEAL NO.: CLHU4482957/HMLA565579

TGHU4590047/HMLA565515

TTNU5515049/HMLA565578

PAYMENT: FULL PAYMENT BY WIRE TRANSFER AFTER SHIPPING
DOCUMENTS ARE RECEIVED BY FAX OR MAIL.

TOTAL AMOUNT FOB XINGANG:.....USD156,063.00

108(ONE HUNDRED EIGHT ONLY) BAGS

BANK: AGRICULTURAL BANK OF CHINA, GANSU BRANCH
ADDRESS: NO.108 NORTH JINCHANG ROAD, LANZHOU, GANSU PR., CHINA
SWIFT CODE: ABOCCNBJ270

Tuesday, March 20, 2007 America Online: ETI DG

Container # 2, 3 & 4

x38,769

定西市陇海乳品有限责任公司

DINGXI LONGHAI DAIRY CO., LTD.

中国甘肃定西南川开发区金陇路

JINLONG ROAD, NANCHUAN DEVELOPING AREA, DINGXI, GANSU, CHINA

P.O.BOX.743000

E-MAIL:gsw-xl@263.net

TEL: 0931-8615797

FAX: 0931-8764479

INVOICE

TO: BECWOOD TECHNOLOGY GROUP LLC

INVOICE NO.: LH003/07-2B

DATE: 2007-3-10

SHIPMENT: XINGANG TO LONDONDERRY, NH

SHIPPING MARK

DESCRIPTION

TOTAL AMOUNT

INULIN- ULTRA-FOS®

PALLET# 1 OF 18

PO#3841

LOT/BATCH NO#NR709370228 CHN NR 0720

PRODUCTION DATE - FEB 2007

USE BY DATE - FEB 2012

36MT INULIN- ULTRA-FOS®

UNIT PRICE: USD 2,880.00 PER M/TONS FOB XINGANG

PALLET CHARGE: USD181.00/FCL

QUANTITY: 36MTS - 2FCL 1x40' FCL

2FCL UNIT PACKAGE: 25KG BAG PALLETIZED 40 x 25 KG BAGS PER PALLET

PURCHASE ORDER NO.: PO3841

FDA REGISTRATION NUMBER IS 14120082408

CONTAINER NO. AND SEAL NO.: CLHU4719036/HMLA565564

EMCU1045938/HMLA565569

PAYMENT: FULL PAYMENT BY WIRE TRANSFER AFTER SHIPPING

DOCUMENTS ARE RECEIVED BY FAX OR MAIL.

TOTAL AMOUNT FOB XINGANG:.....USD104,042.00

1440(ONE THOUSAND FOUR HUNDRED AND FORTY ONLY) BAGS

BANK: AGRICULTURAL BANK OF CHINA, GANSU BRANCH

ADDRESS: NO.108 NORTH JINCHANG ROAD, LANZHOU, GANSU PR., CHINA

SWIFT CODE: ABOCCNBJ270

Tuesday, March 20, 2007 America Online: ETI DG

Container # 5#6

+25,868.00

定西市陇海乳品有限责任公司

DINGXI LONGHAI DAIRY CO., LTD.

中国甘肃定西南川开发区金陇路

JINLONG ROAD, NANCHUAN DEVELOPING AREA, DINGXI, GANSU, CHINA

P.O.BOX.743000

E-MAIL: gsw-xl@263.net

TEL: 0931-8615797

FAX: 0931-8764479

INVOICE

TO: BECWOOD TECHNOLOGY GROUP LLC

INVOICE NO.: LH003/07-2C

DATE: 2007-3-10

SHIPMENT: XINGANG TO LONDONDERRY, NH

SHIPPING MARK	DESCRIPTION	TOTAL AMOUNT
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INULIN- ULTRA-FOS®

PALLET# 1 OF 18

PO#3841

LOT/BATCH NO#NR709470301 CHN NR 0720

PRODUCTION DATE - MAR 2007

USE BY DATE - MAR 2012

36MT INULIN- ULTRA-FOS®

UNIT PRICE: USD 2,880.00 PER M/TONS FOB XINGANG

PALLET CHARGE: USD181.00/FCL

QUANTITY: 36MTS - 2FCL 1x40' FCL

2FCL UNIT PACKAGE: 25KG BAG PALLETIZED 40 x 25 KG BAGS PER PALLET

PURCHASE ORDER NO.: PO3841

FDA REGISTRATION NUMBER IS 14120082408

CONTAINER NO. AND SEAL NO.: GVCU4101167/HMLA565517

UGMU8141860/HMLA565518

PAYMENT: FULL PAYMENT BY WIRE TRANSFER AFTER SHIPPING

DOCUMENTS ARE RECEIVED BY FAX OR MAIL.

TOTAL AMOUNT FOB XINGANG:.....USD104,042.00

1440(ONE THOUSAND FOUR HUNDRED AND FORTY ONLY) BAGS

BANK: AGRICULTURAL BANK OF CHINA, GANSU BRANCH

ADDRESS: NO.108 NORTH JINCHANG ROAD, LANZHOU, GANSU PR., CHINA

SWIFT CODE: ABOCCNBJ270

A/C NO.: 14481010002855

DINGXI LONGHAI DAIRY CO., LTD.

Tuesday, March 20, 2007 America Online: ETI DG

Container # 768

+ 251846

定西市陇海乳品有限责任公司
DINGXI LONGHAI DAIRY CO., LTD.

中国甘肃定西南川开发区金陇路
JINLONG ROAD, NANCHUAN DEVELOPING AREA, DINGXI, GANSU, CHINA
P.O.BOX 743000 E-MAIL: gsw-11@263.net

TEL: 0931-8615797
FAX: 0931-8764479

INVOICE

TO: BECWOOD TECHNOLOGY GROUP LLC

INVOICE NO.: LH007/07A

DATE: 2007-3-10

SHIPMENT: XINGANG TO LONDONDERRY, NH

SHIPPING MARK	DESCRIPTION	TOTAL AMOUNT
INULIN- ULTRA-FOS® PALLET# 1 OF 54 PO#3841 LOT/BATCH NO#NR709670303 CHN NR 0720 PRODUCTION DATE - MAR 2007 USE BY DATE - MAR 2012		

54MT ORGANIC INULIN- ULTRA-FOS® CROP 2006
CERTIFIED ORGANIC BY BCS
LABELLING CATEGORY: NOP 100% ORGANIC
UNIT PRICE: USD 2,880.00 PER M/TONS FOB
XINGANG, PALLET CHARGE: USD181.00/TCL
QUANTITY: 54MTS - 3FCL 1x40' FCL
3FCL UNIT PACKAGE: 500KG SUPER SACK BAG PALLETIZED 2 x 500 KG BAGS
PER PALLET
PURCHASE ORDER NO.: PO3841
FDA REGISTRATION NUMBER IS 14120082408
PAYMENT: FULL PAYMENT BY WIRE TRANSFER AFTER SHIPPING
DOCUMENTS ARE RECEIVED BY FAX OR MAIL.

TOTAL AMOUNT FOB XINGANG: USD156,063.00

108(ONE HUNDRED EIGHT ONLY) BAGS

DINGXI LONG
DAIRY COMPANY LIM

BANK: AGRICULTURAL BANK OF CHINA, GANSU BRANCH
ADDRESS: NO.108 NORTH JINCHANG ROAD, LANZHOU, GANSU PR, CHINA
SWIFT CODE: ABOCCNBJ270
A/C NO.: 14481010002855

Friday, April 06, 2007 America Online: ETI DG

Container# 9, 10, 11 & 12

EXHIBIT “C”



BECWOOD TECHNOLOGY GROUP
Independence Industrial Park
1799 County Road 90 N. Suite 5 & 6
Independence, MN 55359 USA
763-479-8900 Phone 763-479-4440 Fax

Invoice

DATE

INVOICE #

3/30/2007

5091

BILL TO:

Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053

SHIP TO:

Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69328	Due on receipt	BT	3/30/2007	Truck-Best Way	Delivered	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
720	Inulin-Org-Bag	Ultra-FOS Organic Inulin NR#709370228 CHN Container #FSU4523478			90.20	64,944.00

Used 24 Bags

696 x 90.20

62,779.20

Duty

50,286 x 2.6%

= 1307.44

50,286.21%

105.60

Harbour fees

= 65.03

1478.07

*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.

TOTAL

\$64,944.00

Container # 1



BECWOOD TECHNOLOGY GROUP
Independence Industrial Park
1799 County Road 90 N. Suite 5 & 6
Independence, MN 55359 USA
763-479-8900 Phone 763-479-4440 Fax

Invoice

DATE _____

INVOICE #

3/30/2007

5092

BILL TO:

Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053

SHIP TO:

**Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053**

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69329	Due on receipt	BT	3/30/2007	Truck-Best Way	Delivered	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
36	Inulin-Org-Super S.	Ultra-FOS Organic S.Sack NR#709170226 CHN Container#CLHU4482957			1,804.00	64,944.00
1 qt 832						
*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.						TOTAL \$64,944.00

Container # 2



BECWOOD TECHNOLOGY GROUP
Independence Industrial Park
1799 County Road 90 N. Suite 5 & 6
Independence, MN 55359 USA
763-479-8900 Phone 763-479-4440 Fax

Invoice

DATE

3/30/2007

INVOICE #

5093

BILL TO:

Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053

SHIP TO:

Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69330	Due on receipt	BT	3/30/2007	Truck-Best Way	Delivered	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

36	Inulin-Org-Super S...	Ultra-FOS Organic S.Sack NR#709170226 CHN			1,804.00	64,944.00
		Container# TGHU4590047				

*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.

TOTAL**\$64,944.00**

Container # 3



BECWOOD TECHNOLOGY GROUP
 Independence Industrial Park
 1799 County Road 90 N. Suite 5 & 6
 Independence, MN 55359 USA
 763-479-8900 Phone 763-479-4440 Fax

Invoice

DATE	INVOICE #
3/30/2007	5094

BILL TO:

Stonyfield Farm
 10 Burton Drive
 Londonberry, NH 03053

SHIP TO:

Stonyfield Farm
 10 Burton Drive
 Londonberry, NH 03053

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69331	Due on receipt	BT	3/30/2007	Truck-Best Way	Delivered	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

36 Inulin Org-Super S... Ultra-FOS Organic S.Sack NR# 709170226 CHN
 Container# TTNU5515049

1,804.00

64,944.00

*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.

TOTAL

\$64,944.00

Container# 4



5095

Container # 5



BECWOOD TECHNOLOGY GROUP
 Independence Industrial Park
 1799 County Road 90 N. Suite 5 & 6
 Independence, MN 55359 USA
 763-479-8900 Phone 763-479-4440 Fax

Invoice

DATE

INVOICE #

3/30/2007

5096

BILL TO:

Stonyfield Farm
 10 Burton Drive
 Londonberry, NH 03053

SHIP TO:

Stonyfield Farm
 10 Burton Drive
 Londonberry, NH 03053

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69333	Due on receipt	BT	3/30/2007	Truck-Best Way	Delivered	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

720 Multi-Org-Bag

Ultra FOS Organic Multi NR# 709370228 CHN
 Container#EMCU1045938

90.20

64,944.00

*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.

TOTAL

\$64,944.00

Container #6



BECWOOD TECHNOLOGY GROUP
Independence Industrial Park
1799 County Road 90 N. Suite 5 & 6
Independence, MN 55359 USA
763-479-8900 Phone 763-479-4440 Fax

Invoice

DATE	INVOICE #
3/30/2007	5097

BILL TO:

Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053

SHIP TO:

**Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053**

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69334	Due on receipt	BT	3/30/2007	Truck-Best Way	Delivereddq	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
720	Inulin-Org-Bag	Ultra-FOS Organic Inulin NR#709470301 Container#GVCU4101167			90.20	64,944.00
					TOTAL	\$64,944.00

*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.

Container # 7

129,888



BECWOOD TECHNOLOGY GROUP
Independence Industrial Park
1799 County Road 90 N. Suite 5 & 6
Independence, MN 55359 USA
763-479-8900 Phone 763-479-4440 Fax

Invoice

DATE

INVOICE #

3/30/2007

5098

BILL TO:

Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053

SHIP TO:

Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69335	Due on receipt	BT	3/30/2007	Truck-Best Way	Delivered	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

720 Inulin Org Bag

Ultra FOS Organic Inulin NR# 709470301 CHN
Container# UGMU8141860

90.20

64,944.00

*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.

TOTAL**\$64,944.00**

Container #8



5102

**Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053**

*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.

Container # 9



BECWOOD TECHNOLOGY GROUP
 Independence Industrial Park
 1799 County Road 90 N. Suite 5 & 6
 Independence, MN 55359 USA
 763-479-8900 Phone 763-479-4440 Fax

Invoice

DATE

INVOICE #

4/9/2007

5103

BILL TO:

Stonyfield Farm
 10 Burton Drive
 Londonberry, NH 03053

SHIP TO:

Stonyfield Farm
 10 Burton Drive
 Londonberry, NH 03053

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69337	Due on receipt	BT	4/9/2007	Truck-Best Way	Delivered	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

36 Inulin-Org-Super S... Ultra-FOS Organic Inulin S.Sack Lot# NR709670303
 Container #10-EMCU 1262189

1,804.00

64,944.00

*Cost is \$3,608.00 per mt. Bags are 40-25kg bags per mt. Super Sacks are 2 per mt.

TOTAL

\$64,944.00

Container # 10



5104

**Stonyfield Farm
10 Burton Drive
Londonberry, NH 03053**

TOTAL	\$64,944.00
--------------	--------------------

537044 (6/06)

Invoice

BILL TO:

SHIP TO:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
69339	Due on receipt	BT	4/9/2007	Truck	Delivered	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
36	Inulin-Org-Super S...	Ultra-FOS Organic Inulin Lot # NR710170305 Container #12-TGHU4452217			1,804.00	64,944.00

TOTAL

\$64,944.00

* Container # 17

EXHIBIT “D”



HATSU MARINE

BILL OF LADING
NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER
ORIGINAL

(2) Shipper/Exporter DINGXI LONGHAI DAIRY CO., LTD JINLONG ROAD, HANCHUAN DEVELOPING ZONE, DINGXI, GANSU, CHINA. 743000		(5) Document No. 141790002080											
(3) Consignee (complete name and address) TO ORDER		(6) Export References											
(4) Notify Party (complete name and address) BECHDOO TECHNOLOGY GROUP LLC 1799 COUNTRY ROAD 90 N. INDEPENDENCE, MO 65359 USA 763.479.8900 PHONE 763.479.4440 FAX		(7) Forwarding Agent-References											
(12) Pre-carriage by		(13) Place of Receipt/Date XINGANG PORT CHINA											
(14) Ocean Vessel/Voy. No. XIANG JI 23658		(15) Port of Loading XINGANG PORT CHINA											
(16) Port of Discharge LOS ANGELES, CA		(17) Place of Delivery LONDONDERRY, NH											
(18) Point and Country of Origin (for the Merchant's reference only)													
(19) Also Notify Party (complete name and address) STONYFIELD FARM IN LONDONDERRY NH 03053													
(20) Onward Island Routing/Export Instructions (for the Merchant's reference only)													
Particulars furnished by the Merchant													
(18) Container No. And Seal No. CONTAINER NO./SEAL NO.	(19) Quantity and Kind of Packages 720 BAGS	(20) Description of Goods ONE (1) CONTAINER ONLY	(21) Measurement (M³) Gross Weight (KGS) 40.0000 CBM 18,234.000 KGS										
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) ONE (1) CONTAINER ONLY													
(23) FREIGHT & CHARGES													
<table border="1"> <tr> <td>Revenue Tons</td> <td>Rate</td> <td>Per</td> <td>Prepaid</td> <td>Collect</td> </tr> <tr> <td colspan="5"> <p>中国天津外轮代理有限公司 CHINA TIANJIN SHIPING AGENT</p> <p>THREE (3)</p> <p>DESTINATION</p> <p>General Manager</p> <p>As Agent For The Above Named Carrier</p> <p>AS AGENTS FOR THE CARRIER HATSU MARINE LIMITED</p> </td> </tr> </table>				Revenue Tons	Rate	Per	Prepaid	Collect	<p>中国天津外轮代理有限公司 CHINA TIANJIN SHIPING AGENT</p> <p>THREE (3)</p> <p>DESTINATION</p> <p>General Manager</p> <p>As Agent For The Above Named Carrier</p> <p>AS AGENTS FOR THE CARRIER HATSU MARINE LIMITED</p>				
Revenue Tons	Rate	Per	Prepaid	Collect									
<p>中国天津外轮代理有限公司 CHINA TIANJIN SHIPING AGENT</p> <p>THREE (3)</p> <p>DESTINATION</p> <p>General Manager</p> <p>As Agent For The Above Named Carrier</p> <p>AS AGENTS FOR THE CARRIER HATSU MARINE LIMITED</p>													
(24) Service Type/Mode FCL/FCL O/D													
(25) B/L NO. 141790002080													
(26) Date of Issue MAR 16 2007													
(27) Place of Issue XINGANG													
(28) Date of Loading MAR 16 2007													
(29) Date of Discharge MAR 16 2007													
(30) Date of Delivery MAR 16 2007													
(31) Exchange Rate													
(32) Exchange Rate													



TERMS OF BILL OF LADING ARE CONTAINED ON THE BACK HEREOF AND ENLARGED VERSION OF BACK CLAUSE IS AVAILABLE ON www.hatsu-marine.com

Container # 1

Transhipped
to Shanghai



HATSU MARINE

BILL OF LADING
NOT NEGOTIABLE UNLESS SIGNED TO ORDER
ORIGINAL

(12) Shipper/Exporter: DINGKE LOGISTICS GROUP CO., LTD JINGONG ROAD, WANGJIAN DEVELOPING ZONE, DINGKE, CANGSU, CHINA. 743000		(8) Document No. 141700002901
Shipper code		(9) Export Reference:
(13) Consignee (complete name and address) unless provided otherwise a consignment "To Order" means to Order of Shipper: TO ORDER		(7) Forwarding Agent-Reference:
(4) Notify Party (complete name and address): STONISFIELD GROUP LLC 1700 COUNTRY ROAD 30 N. WINDSOR, CT 06095 USA 763.479.4400 PHONE 763.479.4440 FAX		(8) Point and Country of Origin (for the Merchant's reference only):
Notify code		(9) Also Notify Party (complete name and address): STONISFIELD GROUP LLC LONDON, ONTARIO M6H 1Y6
(12) Pre-carriage by:	(13) Place of Receipt/Date: XINJIANG PORT CHINA	(10) Onward (Inland Hauling/Export Instructions for the Merchant's reference only):
(14) Ocean Vessel/Voy. No. YANG GU WANG	(15) Port of Loading: XINJIANG PORT CHINA	
(16) Port of Discharge: NEW YORK, NY	(17) Place of Delivery: LONDON, ONTARIO, ON	
Particulars furnished by the Merchant		
(18) Container No. and Seal No. MULTI-USE: CONTAINER NO./SEAL NO.	(19) Quantity and Kind of Packages: 3 X 40'	(20) Description of Goods: 320,000 CBM 54,000.000 KGS
<p>CLHU462957/40' HBLAS65578/ 36 BAGS 18104.400KGS</p> <p>TRHU5513613/40' HBLAS65578/ 36 BAGS 18104.400KGS</p> <p>TRHU5513613/40' HBLAS65578/ 36 BAGS 18104.400KGS</p>		
<p>MARK/DISP DATA SEE ATTACHED LIST</p> <p>FOOTMAN FREIGHT COLLECT</p> <p>SHIPPER'S LOAD & COUNT</p> <p>100 BAGS</p>		
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS): THREE (3) CONTAINERS ONLY		
(24) FREIGHT & CHARGES	Revenue Tons	Rate Per Freight
<p>中国天津外轮代理有限公司</p> <p>CHINA TIANJIN SHIPING AGENT CO., LTD.</p> <p>中国天津外轮代理有限公司</p> <p>CHINA TIANJIN SHIPING AGENT CO., LTD.</p>		
(25) B/L NO. 141700002901	(27) Number of B/Ls (in words): THREE (3)	(28) Date: 2007
(26) Service Type/Mode: FCL/FCL O/D	(31) Lading (in words): AS SHOWN ON THE CARRIER'S	(32) Exchange Rate:

FORM NO. DOC-001-01 (TERMS OF BILL OF LADING ARE CONTAINED ON THE BACK HEREOF AND ENLARGED VERSION OF B/L CLAUSE IS AVAILABLE ON www.hatsu-marine.com)

Container # 2, 3 & 4

Wednesday, March 28, 2007 America Online: ETI DG

EXHIBIT “E”

Page:002 R=93%

ID:STONYFIELD FARM

From: JUL-13-2007 02:13PM



RELEASE AND SETTLEMENT OF CLAIM
(For Individuals or Corporations)

File # 03-684112

Policy # IHC 8638816

Insurer: Hanover Insurance Company

FOR THE SOLE CONSIDERATION OF Five Hundred Seventeen Thousand Three Hundred and Eighty Seven Dollars 20/100 (\$517,387.20) I/We Stonyfield Farm, Inc. do hereby release, acquit and forever discharge, Beechwood Technology Group, LLC and Hanover Insurance Company from any and all actions, causes of action, claims and demands, damages, costs, loss of service, expenses and compensation on account of or in any way growing out of any and all known and unknown personal injuries and property damage resulting or to result from an accident/occurrence which occurred on or about March 16, 2007 and do hereby agree to indemnify and save harmless the Beechwood Technology Group, LLC and Hanover Insurance Company from all further claims or demands, cost or expense arising out of the injuries or damage sustained by me/us. It is further agreed that in the event other parties are responsible to me/us for damages as a result of this accident/occurrence, the execution of this agreement shall operate as a satisfaction of my/our claim against such other parties to the extent of the pro rata share of the parties herein released.

It is expressly warranted by me/us that no promise or inducement has been offered except as herein set forth; that this release is executed without reliance upon any statement or representation of the person or parties released, or their representatives, concerning the nature and extent of the injuries, damages and/or legal liability therefor; that acceptance of the consideration set forth herein is in full accord and satisfaction of the disputed claim for which liability is expressly denied.

WITNESS my/our signature _____ and seal NH this 13th day of July, 2007

Karen D. Precourt
WITNESS

KAREN D. PRECOURT, Notary Public
My Commission Expires June 28, 2008

Xiane Carhart

WITNESS

COO
OFFICER

FOR INDIVIDUALS

STATE OF _____

COUNTY OF _____

FOR CORPORATIONS

STATE OF New Hampshire

COUNTY OF Rockingham

PO Box 2328, Orland Park, IL 60462 Phone 708 - 532 - 1061 Fax 708 - 532 - 5480

Page:003 R=93%

ID:STONYFIELD FARM

JUL-13-2007 02:13PM From:

Xiane Carhart

On the 13th day of July, 2007
Before me came Dane Carhart
To me know to be the individual described in,
And who executed, the foregoing instrument, and
Acknowledged that _____
Executed the same

On the 13th day of July, 2007
Before me came Dane Carhart
to me known, who being by me duly
sworn, did depose and say that:
he/she resides in Hopkinton, NH
that he/she is the CEO
of Stonyfield Farm, Inc
the corporation described in, and
which executed, the foregoing
instrument; that he/she knows the
seal of said corporation; that the
seal affixed to said instrument is
such corporate seal; that it was so
affixed by order of the Board of
Directors of said corporation; and
that he/she signed his/her name
thereto by like order,

KAREN D. PRECOURT, Notary Public
My Commission Expires June 28, 2008

Karen D Precourt, notary